

PLAINTIFF'S PROPOSED VERDICT FORM

1. Did the Pavlis Estate prove, by a preponderance of the evidence, that Defendant Key Commercial Finance, LLC committed fraud against Frank Pavlis?

(answer yes or no) _____

2. Did the Pavlis Estate prove, by a preponderance of the evidence, that Defendant Key Commercial Finance, LLC fraudulently concealed the transfer of Mr. Pavlis' \$7,000,000 investment in Allwest Investments, LLC to Key Commercial Finance, LLC?

(answer yes or no) _____

3. Did the Pavlis Estate prove, by a preponderance of the evidence, that Key Commercial Finance LLC was not a legally-formed entity at the time it purportedly issued Promissory Notes to Mr. Pavlis?

(answer yes or no) _____

NOTE: If the answer to question 3 is “yes”, proceed to questions 4, 5, and 6. If the answer to question 3 is “no”, proceed to question to question 7.

4. Did the Defendants prove, by a preponderance of the evidence, that Key Commercial Finance LLC made a good faith, bona fide attempt to organize as a limited liability company under the laws of Delaware *before* it purported to enter into a contract with Mr. Pavlis?

(answer yes or no) _____

5. Did the Defendants prove, by a preponderance of the evidence, that Key Commercial Finance LLC actually used or exercised its limited liability company powers in the pursuit of its business?

(answer yes or no) _____

6. Do you find that the Promissory Notes that Key Commercial Finance LLC purportedly issued to Mr. Pavlis are void *ab initio*?

NOTE: If your answer question 3 is “yes” and either of your answers to questions 4 or 5 is “no,” then you must find that the Key Commercial Finance LLC Promissory Notes are void *ab initio* and answer “yes” below.

(answer yes or no) _____

7. Did the Pavlis Estate prove, by a preponderance of the evidence, that the Defendants were unjustly enriched?

(answer yes or no) _____

8. If your answer to *one or more* of questions 1, 2, 6 or 7 is “yes”, state the amount of damages the Pavlis Estate proved, by a preponderance of the evidence, that it suffered.

(state an amount in dollars) \$ _____

9. If your answers to questions 1, 2, 6, *and* 7 are ‘no’, did the Pavlis Estate prove, by a preponderance of the evidence, that Key Commercial Finance, LLC breached the November 1, 2014 Note by failing to return Mr. Pavlis’ \$4,000,000 investment?

(answer yes or no) _____

10. If your answer to question No. 9 is “yes” state the amount of damages the Pavlis Estate proved, by a preponderance of the evidence, that it suffered.

(state an amount in dollars) \$ _____

11. If your answer to either question Nos. 1 or 2 (or both) is “yes”, state whether the Pavlis Estate is entitled to recover punitive damages.

(answer yes or no) _____

12. If your answer to question No. 11 is “yes”, state the amount of punitive damages to which the Pavlis Estate entitled?

(state an amount in dollars) \$ _____

_____, Foreperson Dated: